

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers
☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO BIDDING SCHEDULE

1. Bidding Schedule: Replace the Bidding Schedule, pages 00010-3 through 00010-6, with the accompanying new Bidding Schedule, bearing the notation " ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050."

CHANGES TO DOCUMENTS 00 - INTRODUCTORY, BIDDING, AND CONTRACT REQUIREMENTS

2. STANDARD FORM 1442 – A revised SF 1442 is reissued with this amendment.
3. Replacement Sections - Replace the following section with the accompanying new section of the same number and title, bearing the notation " ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050:"

SECTION 00100 PROPOSAL SUBMISSION INSTRUCTIONS, CONDITIONS, NOTICE TO OFFERORS, BASIS OF AWARD, AND LOCAL INSTRUCTIONS

4. Section 00710 Wage Rates: Replace wage rate pages 00710-1 through 00710-18 with the attached pages 00710-1 through 00710-18, each page bearing the notation "ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050."

CHANGES TO THE SPECIFICATIONS

5. Replacement Sections - Replace the following section with the accompanying new section of the same number and title, bearing the notation " ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050:"

SECTION 01000 CONSTRUCTION SCHEDULE

END OF AMENDMENT

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID <i>(IFB)</i> <input type="checkbox"/> NEGOTIATED <i>(RFP)</i>	3. DATE ISSUED	PAGE OF PAGES
IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.				
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER		
7. ISSUED BY	CODE	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i>		

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date):*

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving
☐ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. *(See _____ .)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)*
 local time _____ *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes
 containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will
 be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐

10 U.S.C. 2304(c) ()

☐

41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE☐

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐

29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

Urban Assault Course (UAC) & Two Live Fire Villages (LFV) (Title)
Fort Polk, Louisiana (Location)

Solicitation No. W9126G-04-R-0050

BIDDING SCHEDULE
 (To be attached to SF 1442)

Item No.	Description	Quantity	Unit	Unit Price	Amount
BASE BID: All work required by the plans and specifications for the construction of Urban Assault Course/Live Fire Villages exclusive of work required by Option Bid Items.					
0001	Operations and Storage Bldg, complete (including utilities to the 1524mm (5-ft) line of the bldg) and all other work not listed separately.	1	LS	***	\$_____
0002	All other work outside the Building's 1524mm (5-ft) line, excluding work not listed separately.	1	LS	***	\$_____
0003	Operation And Maintenance (O&M) Manuals	1	LS	***	\$ <u>2,650.00</u>
0004	Final Record Drawings	Job	Sum	***	\$ <u>41,250.00</u>
TOTAL BASE BID					\$_____

OPTIONS:

0005 OPTION NO. 1: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Single Story Building Type E.

TOTAL OPTION NO. 1 \$_____

0006 OPTION NO. 2: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Single Story Building Type F.

TOTAL OPTION NO. 2 \$_____

0007 OPTION NO. 3: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Single Story Building Type G.

TOTAL OPTION NO. 3 \$_____

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

Solicitation No. W9126G-04-R-0050

BIDDING SCHEDULE (cont)

Item No.	Description	Quantity	Unit	Unit Price	Amount
0008 OPTION NO. 4: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Single Story Building Type H.					
TOTAL OPTION NO. 4				\$_____	
0009 OPTION NO. 5: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Single Story Building Type I.					
TOTAL OPTION NO. 5				\$_____	
0010 OPTION NO. 6: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Facade Type A.					
TOTAL OPTION NO. 6				\$_____	
0011 OPTION NO. 7: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Facade Type B.					
TOTAL OPTION NO. 7				\$_____	
0012 OPTION NO. 8: Additional cost for all work required by the plans and specifications for the complete construction of Live Fire Village No. 1 Facade Type C.					
TOTAL OPTION NO. 8				\$_____	
<hr/>					
TOTAL BID (BASE BID PLUS OPTIONS)				\$_____	

(Amend 0002)

PROJECT COMPLETION TIME*

0013 Completion Time for all work (NOT to exceed the maximum time stated in Section 01000 CONSTRUCTION SCHEDULE)

PROJECT COMPLETION TIME _____ Calendar days

*Note: See Section 00100, paragraph 3.4 Factor 4: Construction Duration (Volume II, Tab 4)

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

Solicitation No. W9126G-04-R-0050

BIDDING SCHEDULE (cont)

NOTES:

1. ARITHMETIC DISCREPANCIES (EFARS 14.407-2)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. Bidders must bid on all items.

4. Costs attributable to Division 01 - General Requirements are assumed to be prorated among bid items listed.

5. Responders are advised that this requirement may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

6. For the purpose of this solicitation, the word "item" shall be considered to mean "schedule" as used in Provision 52.214-0019, CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION, in Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

Solicitation No. W9126G-04-R-0050

BIDDING SCHEDULE (cont)

NOTES: (cont)

7. EXERCISE OF OPTIONS (SWDR 715-1-1 (16 January 1996))

The Government reserves the right to exercise the option(s) by written notice to the Contractor either singularly or in any combination for up to 90 calendar days after award of the Base Bid without an increase in the Offeror's Bid Price. Completion of added items shall continue at the same schedule as the Base Bid unless otherwise noted in Section 01000 CONSTRUCTION SCHEDULE, paragraph 1 entitled SCHEDULE.

8. ABBREVIATIONS

For the purpose of this solicitation, the units of measure are represented as follows:

LS (lump sum)

END OF BIDDING SCHEDULE

**PROPOSAL SUBMISSION INSTRUCTIONS, CONDITIONS,
NOTICE TO OFFERORS, BASIS OF AWARD, AND LOCAL INSTRUCTIONS**

**Urban Assault Course & Live Fire Villages
Fort Polk, LA**

PERFORMANCE PRICE TRADE-OFF

1. PROPOSAL OVERVIEW. This Request for Proposal (RFP) solicits proposals for the **Urban Assault Course and Live Fire Villages, Fort Polk**. The purpose of the Source Selection plan is to establish a uniform evaluation procedure for the technical evaluation of proposals by the Source Selection Evaluation Board (SSEB) and the development of the Best Value Decision by the Source Selection Authority (SSA) using the Trade-Off Process (See Federal Acquisition Regulation 15.101-1). In as much as the proposal shall describe the capability of the Offeror to perform any resulting contract, the proposal should be specific and complete in every detail. The proposal should be prepared simply and economically, providing a straightforward and concise description of capabilities to satisfactorily perform the contract. The proposal should be practical, legible, clear, and coherent. Local Instructions, including Federal Acquisition Regulation (FAR) Provisions are annotated at the end of this section.

1.1 Proposal Submissions and the Trade-Off Process. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal. Offerors submit their performance and capability information for review and consideration by the Government. Relative weights among technical factors are provided in paragraph 5 Evaluation Factors and Weights. The SSEB reviews, evaluates, and rates the proposals against the source selection criteria in the RFP. Concurrently, the Government analyzes price proposals of Offerors. Price will not be rated, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the final best value determination for award. The SSA compares proposals to one another and determines the best value for the government. The perceived benefits of the higher priced proposal shall merit the additional cost, and the rationale for tradeoffs must be documented.

2. PROPOSAL SUBMISSION INSTRUCTIONS

2.1 Who May Submit. Any legally organized Offeror may submit a proposal.

2.2 Where to Submit. Offerors shall submit their proposals to the Fort Worth District at the address shown in Block 7 of the Standard Form 1442.

2.3 Submission Deadline. Proposals shall be received by the Fort Worth District no later than the time and date specified in Block 13 of Standard Form 1442.

2.4 General Requirements.

2.4.1 In order to effectively and equitably evaluate all proposals, the Contracting Officer must receive information containing sufficient detail to allow review and evaluation by the Government. Proposal clarity, organization, and cross-referencing are mandatory. Failures to submit and organize proposals as requested may adversely affect an Offeror's evaluation. Offerors should provide sufficient detail and clearly define all items required in this section. The Contracting Officer may remove any Offeror from further consideration during any phase of the procurement if the Offeror fails to meet the submittal requirements of the RFP or to reduce the competitive range for purposes of efficiency pursuant to FAR 15.306(c)(2).

2.4.2 Tabs. Proposal shall be organized and tabbed as shown in paragraph 2.5 Submission Format.

2.4.3 Size of Printed Matter Submissions.

2.4.3.1 Written proposal materials shall be submitted in standard three ring loose-leaf binders. Proposals shall be tabbed and labeled in a manner to afford easy identification from a Table of Contents. Font size shall not be less than 10 point. Each page shall be identified with the appropriate page number centered at the bottom of the page. Sheet size of the proposal contents shall be 8-1/2 inches x 11 inches where sheets are prepared specifically for this proposal; however, if drawings, charts, or other

graphics are submitted, sheets no larger than 11 inches x 17 inches and folded to 8-1/2 inches x 11 inches shall be used. 11 x 17 inch sheets will be counted as 4 single-sided or 2 double-sided pages. **Volume II, Technical Proposal, shall not exceed 50 pages (50 single-sided or 25 double-sided sheets), excluding the Table of Contents. The Government will not review any information submitted in an appendix or attachment to the proposal. The Offeror must comply with the page limitation. The Offeror shall not submit verbatim sections of this solicitation as part of their proposal. Offers that do not meet these requirements may be subject to rejection.**

2.4.3.2 The proposals shall contain a detailed table of contents. If more than one binder is used, the complete table of contents shall be included in each. A cover sheet identifying the Offeror (name, address, point of contact) project description, and solicitation number shall be provided. The second sheet shall be a Table of Contents. Offers that violate these rules unnecessarily delay the evaluation process and may be rejected by the Government after the initial evaluation without receiving any further consideration. **The Government will not evaluate any information beyond the page limitation noted above.**

2.4.3.3 Proposal revisions shall be submitted as page replacements with revised text readily identifiable, e.g., bold face print or underlining. The source of the revision, e.g., Error, Omission, or Clarification, or amendment shall be included and be annotated for each revision. Proposal replacement pages shall be numbered, shall be clearly marked "REVISED", shall show the date of revision, shall be submitted in appropriate number of copies (e.g., if two (2) copies of the original page was required, then two (2) copies of the revised page will also be required, and shall be a different color than the original pages they are to replace.

2.4.4 Number of Copies. Offerors shall submit an original and one (1) hard copy of Volume I and an original and five (5) hard copies of Volume II of their Proposal in both **hard copy and electronic format.** **Within three (3) days of contract award, the awardee shall submit both volumes, updated to include all revisions, in electronic format on a CD-ROM.**

2.5 Submission Format.

2.5.1 The Proposal will be tabbed and submitted in a three ring binders in the following format:

VOLUME I – Price/Cost Proposal

TAB A – SF 1442, completed and signed by an authorized person from the company or team

TAB B – Section 00010 – Supplies or Services and Price/Costs Schedule

TAB C – Section 00600 – Representations and Certifications

TAB D – PROPOSAL DATA SHEET – See the format provided in this Section. Ensure to include Offeror's telephone number, FAX number, e-mail address and DUNS number. Duns number will be used to access CCASS data.

TAB E – Bid Bond (Standard Form 24)

TAB F – Pre Award Information (e.g. Bank and Supplier References)

In accordance with FAR 9.103(a) "... contracts shall be awarded to responsible prospective contractors only." To be determined responsible, a prospective contractor must meet the standards at FAR 9.104 that requires a prospective contractor to have adequate financial resources to perform the contract or the ability to obtain them. As an aid in assessing responsibility, the offeror shall notify their bank/suppliers that the Corps of Engineers may contact them, and shall authorize the bank/suppliers to release the following information regarding the Offeror's account. If a written authorization is required by their bank, Offerors shall provide that authorization with their proposal.

Name and telephone number of bank's point of contact

Number of year's business has been conducted with each bank

Types of open accounts (checking, loans, etc.)

Balance of current accounts (the banks will provide a "range of figures" for this information, such as, medium five-figures range)

Means by which loans are secured and if paid as agreed

Point of contact and telephone number of three (3) different suppliers

For the purpose of evaluating the preaward survey information submitted hereunder:

Preaward survey data will be evaluated and scored, as it relates to the probability of the offeror successfully accomplishing the proposed effort.

The Government will use pre-award survey data provided by the offeror and data obtained from other sources to perform this assessment.

TAB G – Subcontracting Plan – N/A.

NOTE: For the information of Large Business Offerors, the Fort Worth District's assigned subcontracting goals are listed at the end of this section under Local Instructions.

VOLUME II – Technical Proposal

THE TECHNICAL PROPOSAL SHALL NOT INCLUDE ANY COST INFORMATION AND SHALL NOT EXCEED 50 PAGES (AS ANNOTATED ABOVE. ALL INFORMATION SHALL BE PROVIDED WITHIN THESE TABBED SECTIONS AND SHALL NOT BE INCLUDED AS AN APPENDIX OR ATTACHMENT).

TAB 1 – FACTOR 1: CONSTRUCTION PAST PERFORMANCE (Worksheet & Questionnaire Provided)

TAB 2 – FACTOR 2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE (Worksheet Provided)

TAB 3 – FACTOR 3: MANAGEMENT EFFECTIVENESS (No Worksheet Provided)

TAB 4 – FACTOR 4: CONSTRUCTION DURATION (No Worksheet Provided)

3. TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS.

3.1 FACTOR 1: CONSTRUCTION PAST PERFORMANCE (VOLUME II, TAB 1). Offerors shall be evaluated on construction projects completed (or substantially complete) in the last five years that are same/similar in nature to the project requirements solicited under this RFP. The Offeror's past performance will be evaluated to determine technical capability to perform the proposed contract and how well it satisfied its customers. The information presented in the Offeror's submittal, together with that from other sources available to the Government will comprise the input for evaluation of this factor. The following elements will be evaluated:

- Quality of Construction
- Timeliness of Performance
- Customer Satisfaction
- Subcontractor Management
- Documentation
- Safety Record

3.1.1 Offeror's Submission Requirements.

3.1.1.1 Past Performance Information Sheets. Offerors shall complete and provide Past Performance Information on no more than five completed (or substantially complete) projects that reflect prior past performance in the construction elements referenced in paragraph 3.1 above. It is the Government's preference that each project listed in Factor 2, "Corporate Specialized Relevant Experience" have a completed Past Performance Information Sheet as required for past performance under Factor 1. Experience given without any past performance information associated with it implies that the offeror may have performed poorly on those projects. The examples should be similar to this solicitation in project type and scope. As a minimum, the contractor shall provide the data specified in the attached "Construction Past Performance Information" Sheet. For each project submitted, offerors are encouraged to attach the following supporting documentation to the construction past performance information sheet, ensuring that you do not exceed the proposal page limitation:

- For Corps of Engineer contracts, provide a copy of the signed CCASS (Construction Contract Administration Support System) evaluation issued at the completion of the project.

- For non-Corps of Engineer contracts, provide a copy of the performance rating issued by the contracting agent.
- Awards, letters or other forms of recognition relevant to the submitted project that demonstrate the offeror's performance capabilities and customer satisfaction.

3.1.1.2 Past Performance Questionnaires. Offerors shall identify the completed (or substantially complete) projects as described above to be used for reference and evaluation purposes and provide a questionnaire to the Point of Contact for each project listed. A sample Past Performance Evaluation Questionnaire is included at the end of this section. When completed, these forms shall be mailed, faxed or e-mailed to the Fort Worth District Contract Specialist identified in the sample transmittal letter provided. It is the contractor's responsibility to ensure that the reference documentation is provided, as the Government may not make additional requests for past performance information from the references. The evaluation form shall be provided to the Contract Specialist directly from the reference.

3.1.1.3 Safety Record. The offeror shall submit either OSHA Form 300, or 300a showing the incident rates for their firm for all projects within the past three years. This form, in Microsoft Excel format, can be downloaded from the Internet at:

<http://www.osha.gov/recordkeeping/new-osha300form1-1-04.xls>

http://www.nccrimecontrol.org/HR/OSHA_Form_300.doc

http://www.dir.ca.gov/dosh/dosh_publications/oshalog300.pdf

This data is to be converted using the following formula for each of the three years:

Number of Lost Time Accidents for the year (Column H on Form 300 or 300A) x 200,000 divided by Man-Hours Worked that Year (from Form 300A) = Incident Rate for the Year

The contractor, for each of the past 3 years using the appropriate OSHA Form data, shall calculate these incident rates. These calculations shall be presented on a separate sheet of paper for each year with the mathematical average of all 3 years.

If the Offeror has a safety incentives program, information shall be submitted describing this program. The description of the safety incentives program shall include as a minimum a description of what benefits the firm has seen by implementing the program, benefits to the customer and a description of how the program is administered.

3.1.1.4 Other Sources. The Government may contact sources other than those provided by the Offeror for information with respect to past performance. These other sources may include, but are not limited to, CCASS, telephone interviews with organizations familiar with the Offeror's performance, and Government personnel with personal knowledge of the Offeror's performance capability.

3.1.1.5 New Companies and Joint Ventures. New companies and joint ventures entering the marketplace (without relevant company experience) are reminded that they, along with all other offerors, may submit past performance information for key personnel, using the attached "Construction Past Performance Information" sheets. If such information is submitted, how long key personnel stayed on their assigned projects and how well they managed their portion of the referenced projects shall be used to judge past performance, along with any other information regarding such key personnel from any other sources the Government may choose to contact. If no such information regarding key personnel is given, then the new company or joint venture shall be given a neutral rating.

3.1.2 Evaluation. The Government will evaluate the Offeror's responsiveness to the solicitation regarding past performance using the sources identified above. New Companies and Joint Ventures shall be evaluated on their own past performance, including the performance of key personnel as noted in 3.1.1.4, above, to determine the company's ability to perform satisfactorily under the elements of evaluation.

Offerors may be provided an opportunity to address any negative past performance information about which the Offeror has not previously had an opportunity to respond. The Government treats an Offeror's lack of past performance as having no positive or negative evaluation significance. The Government will evaluate past performance based on the elements listed below:

- **Quality of Construction.** Based on all information available, the Government will assess the quality of the actual construction undertaken and the standards of workmanship exhibited by the Offeror.

- **Timeliness of Performance.** The Government will evaluate all information available with respect to the Offeror completing past projects within the scheduled completion times.
- **Customer Satisfaction.** The Government will evaluate all information available with respect to the Offeror's past customer satisfaction, cooperation with customers, and interaction on past projects.
- **Subcontractor Management.** The Government will evaluate all information available with respect to the Offeror's management of subcontractors, including mitigation of conflicts and resolution of disputes at the lowest level. For large businesses, the Government will also evaluate compliance with subcontracting plans.
- **Documentation.** The Government will evaluate all information available with respect to the Offeror's level of meeting customer satisfaction on timeliness and quality of the documentation, reports, and other written materials completed by the Offeror on past projects.
- **Safety Record.** Offerors who have lost time incident rates below the target rate of 1.00 and a documented safety incentive program will receive a more favorable evaluation. If the average incident rate exceeds the target rate the Offeror is encouraged to submit an explanation of what they have done to improve their safety record.

3.2 FACTOR 2: CORPORATE RELEVANT SPECIALIZED EXPERIENCE (VOLUME II, TAB 2).

Offerors shall be evaluated on at least three, but no more than five construction projects successfully completed or in progress in the last five years that demonstrate the Offeror's specialized experience in the construction of similar construction projects. For this proposal, similar projects are projects that meet the following criteria:

Furnish detailed examples of Offeror's experience of similar type work required by this solicitation, both for Government agencies and private industry. Examples shall show relevance of experience to those construction type methods required by the Technical Specifications.

3.2.1 Offeror's Submission Requirements. Offerors shall submit project information for construction projects that reflect specialized experience in the construction elements referenced in paragraph 3.2 above. It is the Government's preference that each project listed in Factor 2, "Corporate Specialized Relevant Experience" have a completed Past Performance Information Sheet as required for past performance under Factor 1. Experience given with no past performance information associated with it leads the Government to believe that the offeror may have performed poorly on those projects. The examples should be similar to this solicitation in project type and scope. As a minimum, the contractor shall provide the data specified in the attached "Corporate Relevant Specialized Experience" Sheet. If the Offeror represents the combining of two or more companies for the purpose of this RFP, each company shall list project examples. The experience of individuals will not be credited under this factor.

3.2.2 New Companies and Joint Ventures. If offeror represents the combining of two or more companies for the purpose of this RFP, the proposal shall clearly identify the contractual responsibilities of each firm and the work to be performed by each; describe the nature of the association; indicate whether the firms have experience working together in construction ventures, including how long and how many projects. In addition, each company including joint ventures shall list their Government contract experience. Provide a copy of the commitment letter of the firms or the joint venture agreement. Prior to award of any contract, a copy of the Joint Venture Agreement will be required. If approval of the Joint Venture Agreement is required by the Small Business Administration, failure to timely provide an approved SBA Joint Venture Agreement may prevent award of a contract.

3.2.3 Evaluation. The Government will review the example construction projects provided by the Offeror to evaluate and rate the recent relevant specialized experience of the Offeror with similar projects. The example construction projects should closely resemble the scope, size, and complexity of the project identified in this solicitation. The Government will place a higher value on experience with similar projects executed with the Corps of Engineers or other DoD Components. If the Offeror cannot provide suitable relevant experience and the evaluators consider that the information provided indicates that the Offeror has no relevant experience, a determination will be made as to the risk this lack of corporate experience presents to the Government and the proposal will be evaluated accordingly.

3.3 FACTOR 3: MANAGEMENT EFFECTIVENESS (VOLUME II, TAB 3) The Government will evaluate the Offeror's management effectiveness by considering the Offeror's understanding and capability of successfully managing the W9126G-04-R-0050

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project to completion. The following elements will be evaluated:

- Organizational Chart or Structure and Key Personnel Resumes.
- Preliminary Quality Control Plan (QC Plan).
- Contract Closeout Plan.
- Small and Small Disadvantaged Business Utilization.

3.3.1 Offeror's Submission Requirements.

3.3.1.1 Organizational Chart or Structure and Key Personnel Resume Information. Provide an organizational chart that clearly shows lines of authority and communication chain of the organization, including key personnel. "Key personnel" are defined as, but not limited to, Project Manager, Site Superintendent, Project Scheduler, Quality Control System Manager, (ref: Sections 01320F PROJECT SCHEDULE and 01451 CONTRACTOR QUALITY CONTROL for minimum qualifications). Qualifications for the Project Manager are listed below. **Offeror shall provide key personnel resume information that includes as a minimum, the following:**

- Name and Title
- Specific assignment on this project
- Name of Firm (If different from Offeror)
- Number of years with this firm/with other firms
- Education Degree(s)/year/specialization
- Active registration: number/state/year
- Specific experience, including dates, and qualifications relevant to this project

Offerors are encouraged to provide descriptive analysis of why they feel their key personnel meet the criteria for key personnel experience.

3.3.1.1.1 Qualification Requirements for Project Manager (PM): List previous experience on managing construction contracts similar in size, construction type and complexity with 5 years minimum experience as a PM. Include dates and durations of PM duties on the projects.

3.3.1.2. Preliminary Quality Control Plan (QC Plan). Provide preliminary plan for quality control of all work. After award, the successful Offeror will be required to expand this preliminary plan to comply with contract requirements for Quality Control. The preliminary plan must address the following as a minimum:

3.3.1.2.1. QC organizational chart identifying the chain of command of the QC organization, number of individuals and disciplines of qualified QC staff.

3.3.1.2.2 Authority and functions of the QC Manager and each key QC position.

3.3.1.2.3 Maintenance of As-builts: Describe procedures for maintaining up-to-date plans and specifications on the job site and for preparation and submittal of as-builts. Include narrative describing document control and production of electronic "as-built" drawings and their transfer to the Government.

3.3.1.2.4 Deficiency or discrepancy tracking system and correction procedures.

3.3.1.2.5 System for tracking Requests for Information submitted to the Government.

3.3.1.2.6 The plan and procedures for the Contractor's completion inspection, prior to the joint inspection with the Government QA personnel.

3.3.1.3 Contract Closeout Plan. A Closeout Plan shall be furnished in a brief structured time scale schedule reflecting the planned activities during the final 90 days of the contract activity. Minimum items to be included:

3.3.1.3.1 Testing of equipment and systems.

3.3.1.3.2 Equipment instruction and training schedules.

3.3.1.3.3 O&M Manuals completion schedule and transfer.

3.3.1.3.4 As-built drawings completion schedule and transfer.

3.3.1.3.5 Pre-final inspection procedures and correction of deficiencies.

3.3.1.3.6 Warranty data submission and planned implementation.

3.3.1.3.7 Closeout of administrative deficiencies.

3.3.1.4 Small and Small Disadvantaged Business Utilization. ALL OFFERORS are required to provide a narrative discussion of their plan, as well as provide the information requested in the below table, for utilization of small and small disadvantaged businesses. At a minimum, the narrative shall discuss:

3.3.1.4.1 Goals for subcontracting with small and small disadvantaged businesses in sufficient detail to allow Government evaluators to determine that these goals are realistic, justifiable, positive, and in accordance with the Government's policy to maximize opportunities for these types of businesses.

3.3.1.4.2 The extent to which small disadvantaged businesses, and where appropriate, historically black colleges and universities/minority institutions (HBCU/MI) have been identified for participation as part of the Offeror's team.

3.3.1.4.3 The Offeror's past and present commitment to providing subcontracting opportunities and encouragement to small and small disadvantaged businesses.

3.3.1.4.4 The Offeror must complete the following table as part of their proposal to express in percentage what they plan to execute as a prime contractor and what they plan to subcontract for this project.

<u>Utilization of Small and Small Disadvantaged Business</u>		
		*Percentage
Self Perform (Prime Contractor)		%
Prime Contract Awards:		
- Small Business (SB)		
- Small Disadvantaged Business (SDB)		
- Women-Owned Small Business (WOSB)		
- Historically Underutilized Business Zone Small Business (HUBZONE)		
- Service-Disabled Veteran Owned Small Business (SVOSB)		
- Historically Black Colleges & Universities/Minority Institutions (HBCU/MI)		
Subcontract Awards		
- Small Business (SB)		
- Small Disadvantaged Business (SDB)		
- Women-Owned Small Business (WOSB)		
- Historically Underutilized Business Zone Small Business (HUBZONE)		
- Service-Disabled Veteran Owned Small Business (SVOSB)		
*Representative of the percentage of the total project.		

3.3.2 Evaluation.

3.3.2.1 Organizational Chart or Structure and Key Personnel Resumes.

3.3.2.1.1 The organizational chart will be evaluated for chain of command, lines of communication and logical management structure.

3.3.2.1.2 The Government will review the key personnel provided by the Offeror to evaluate and rate the recent experience of the key personnel in similar projects. Resumes will be evaluated for qualifications and relevant technical experience to this project. The key personnel example projects should closely resemble the project identified in this solicitation.

3.3.2.2 Quality Control Plan. The Quality Control (QC) Plan will be evaluated for staffing and practices that ensure all services required by this solicitation are performed and provided in a manner that meets the project requirements.

3.3.2.3 Closeout Plan. The Offeror's closeout plan will be reviewed and evaluated to determine the Offeror's understanding of the RFP's close out requirements. Particular emphasis will be placed on O&M Manual production, Installation Staff training methods, final acceptance process, and warranty procedures.

3.3.2.4 Small and Small Disadvantaged Business Utilization. The Government will evaluate narratives provided for the following elements. Greater detail and specificity will be given greater credit than general statements and commitments:

3.3.2.4.1 The extent to which the goals for subcontracting with small and small disadvantaged businesses are realistic, justifiable, positive, and in accordance with the Government's policy to maximize opportunities for these types of businesses.

3.3.2.4.2 The extent to which small disadvantaged businesses, and where appropriate, historically black colleges and universities/minority institutions (HBCU/MI) have been identified for participation as part of the Offeror's team.

3.3.2.4.3 The Offeror's past commitment to providing subcontracting opportunities and encouragement to small and small disadvantaged businesses.

3.4 FACTOR 4: CONSTRUCTION DURATION (VOLUME II, TAB 4). The Government's requirement is that all work on this project be completed within (*See Section 01000, Construction Schedule*, inclusive of all review periods and Government phasing requirements specified. Offeror may propose a completion period of lesser duration; however, any such proposals for a completion period of lesser duration must include the same time periods for review and phasing as are specified in this request for proposals. If the Government accepts a proposal for a completion period of lesser duration, and such proposal alters the time periods for review and phasing, the contract shall be read to include the original periods for review and phasing. Completion periods of significantly lesser duration may be rated as more advantageous to the Government. **If a completion period of lesser duration is proposed and accepted by the Government, the accepted completion period will replace the original construction schedule listed under Section 01000. In addition, if a completion period of lesser duration is proposed, the Bid Schedule must reflect pricing information for the lesser proposed completion period.** Offers who propose completion of the work beyond the maximum completion period specified above, will be rated unsatisfactory for this factor.

3.4.1 Offeror's Submission Requirements. Offerors must provide a proposed schedule to show how the contractor intends to perform the work within the proposed construction duration. This shall be shown in a time-scaled [Gantt Chart] summary network, which shall have 50-100 activities.

3.4.2 Evaluation. This factor will be evaluated by reviewing the submitted scheduling documents. Completion periods of significantly lesser duration may be rated as more advantageous to the Government. Offers who propose completion of the work beyond the maximum completion period specified above, will be rated unsatisfactory for this factor. The total contract duration in calendar days, must be reflected on the Chart

4. EVALUATION STANDARDS. Evaluation criteria (factors) will be rated using the following adjectival descriptions. Evaluators will apply the appropriate adjective to each criterion rated. The evaluator's narrative explanation must clearly

establish that the Offeror's submittal meets the definitions established below. As each criteria is evaluated an assessment of Risk will be made. The "Proposal Risk Assessment" ratings are applicable to all criteria except Past Performance. Past Performance Risk is rated using the "Past Performance Risk Assessment" ratings listed below.

4.1 Rating Adjectives

4.1.1 OUTSTANDING - Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated. The Offeror possesses exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans, and techniques that, when implemented, should result in highly effective and efficient performance under the contract. An assigned rating of "outstanding" indicates that, in terms of the specific factor, the submittal contains no significant weaknesses, deficiencies or disadvantages. Offeror very significantly exceeds most or all solicitation requirements.

4.1.2 ABOVE AVERAGE - Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Offeror possesses one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency, productivity, or quality. The Offeror's qualifications are responsive with minor weaknesses, but no major weaknesses noted. An assigned rating of "Above Average" indicates that, in terms of the specific factor, any weaknesses noted are minor and should not seriously affect the offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood and the approach will likely result in a high quality of performance. A rating of "Above Average" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or conversely, weaknesses that could diminish the quality of the effort. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Offeror fully meets all RFP requirements and significantly exceeds many of the RFP requirements. Response exceeds a "Satisfactory" rating.

4.1.3 SATISFACTORY (Neutral) - Information submitted demonstrates Offeror's potential to meet performance or capability standards. Offeror presents an acceptable solution and meets minimum standard requirements. Offeror possesses few or no advantages or strengths. The Offeror's proposal contains weaknesses in several areas that are offset by strengths in other areas. Offeror meets all RFP requirements, presents a complete and comprehensive proposal, exemplifies an understanding of the scope and depth of the task requirements, and displays understanding of the Government's requirements. Offeror's response exceeds a "Marginal" rating. No significant advantages or disadvantages. In the case of no past performance on the part of the Offeror, a SATISFACTORY rating will be assigned for Past Performance.

4.1.4 MARGINAL - Information submitted demonstrates Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific factors. The assignment of a rating of "Marginal" indicates that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance. Offeror displays low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Offeror's response exceeds an "Unsatisfactory" rating. Significant disadvantages.

4.1.5 UNSATISFACTORY - Information submitted fails to meet performance or capability standards necessary for acceptable contractor performance. The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be Unsatisfactory. The submittal does not meet the minimum requirements of the RFP; requirements could only be met with major changes to the submittal. There is no reasonable expectation that acceptable performance would be achieved. The Offeror's qualifications have many deficiencies and/or gross omissions; fail to provide a reasonable, logical approach to fulfilling much of the Government's requirements; and, fail to meet many of the minimum requirements. The Offeror's qualifications are so unacceptable that it would have to be completely revised in order to attempt to make them acceptable. Very significant disadvantages.

4.2 Proposal Risk Assessment (Applicable to all factors except Past Performance)

4.2.1 LOW RISK - Proposal weaknesses have little potential to cause disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort and normal Government monitoring will probably minimize any difficulties.

4.2.2 MODERATE RISK – Proposal has weaknesses that can potentially cause some disruption of schedule, increase in cost, or degradation of performance. However, special contractor emphasis and close Government monitoring will probably minimize difficulties.

4.2.3 HIGH RISK – Proposal has weaknesses that have the potential to cause serious disruption of schedule, increase in cost, or degradation of performance even with special contractor emphasis and close Government monitoring.

4.3 Past Performance Risk Assessment (Applicable only to Past Performance)

4.3.1 LOW RISK – Based on offeror's past performance record, essentially no doubt exists that the offeror will successfully perform the required effort.

4.3.2 MODERATE RISK – Based on the offeror's past performance record, some doubt exists that the offeror will successfully perform the required effort.

4.3.3 HIGH RISK – Based on the offeror's past performance record, extreme doubt exists that the offeror will successfully perform the required effort.

4.3.4 UNKNOWN RISK – No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.

5. TECHNICAL EVALUATION WEIGHTS

5.1 Relative Importance Definition. For the purpose of this evaluation, the following terms will be used to establish the relative importance of the technical factors and subfactors.

- **Significantly More Important:** The criterion is at least two times greater in value than another criterion.
- **More Important:** The criterion is greater in value than another criterion but less than two times greater.
- **Equal:** The criterion is of the same value or nearly the same as another criterion.

5.2 PRICE is approximately **Equal in importance to ALL TECHNICAL FACTORS when combined in importance to ALL TECHNICAL FACTORS when combined.**

5.3 Weight among technical factors (listed in descending order of importance):

FACTOR 1: CONSTRUCTION PAST PERFORMANCE: This factor is more important than Factors 2 and Factors 3 and significantly more important than Factor 4.

FACTOR 2 CORPORATE RELEVANT SPECIALIZED EXPERIENCE: This factor is equal in importance to Factor 3 and is more important than Factor 4.

FACTOR 3: MANAGEMENT EFFECTIVENESS: This factor is equal in importance to Factor 2 and is more important than Factor 4.

FACTOR 4: CONSTRUCTION DURATION. This factor is less in importance to the above factors.

6. PRICE.

6.1 The Government will perform a price analysis on all proposals received. Price analysis will be performed in accordance with FAR 15.404-1, to determine completeness, reasonableness, and understanding of the work. The evaluation will determine the adequacy of the offer in fulfilling the requirements of the proposal. Completeness addresses the extent to which the elements of the price proposal are consistent with the requirements of the RFP. Reasonableness will be established using historical price information, price competition information, the IGE, and any other pricing tools necessary.

6.2 Price will not be scored, but will be a factor in establishing the competitive range prior to discussions (if held) and in making the final best value determination for award.

7. EXCEPTIONS. Exceptions to the contractual terms and conditions of the solicitation (e.g., standard company terms and conditions) may result in a determination to reject a proposal.

8. RESTRICTIONS. Failure to submit all the data in the format indicated in this solicitation may be cause for determining a proposal incomplete and, therefore, not considered for evaluation, and for subsequent award.

9. PROPOSAL EVALUATION.

9.1 Each member of the Government evaluation team (Source Selection Evaluation Board) will independently consider all information provided in the proposal. Worksheets are provided on the following pages, which the evaluators will use to review and rate the individual proposals.

9.2 Once these individual analyses are completed, the team will meet and determine a rating for each of the evaluation factors by consensus decision.

9.3 The evaluation team will document strengths (e.g., advantages), weaknesses (e.g., disadvantages), and other comments (e.g., deficiency and/or clarification) to support the rating for each factor, as well as the overall rating. Documentation and comments are required for all ratings.

9.4 This final overall rating, along with ratings on individual factors, will be provided to the Contracting Officer/Source Selection Authority for the best value decision.

10. BASIS FOR AWARD

10.1 Proposals must meet the criteria stated in the RFP in order to be eligible for award, to include responsiveness, technical acceptability and responsibility.

10.2 In order to determine which proposal represents the best overall value, the Government may compare proposals to one another. The Government will award a contract to the responsible Offeror whose technical submittal and price proposal contains the combination of those criteria described in this document offering the best overall value to the Government. Best value will be determined by a comparative assessment of proposals against all source selection criteria in this RFP.

10.3 As technical ratings and relative advantages and disadvantages become less distinct, differences in price between proposals are of increased importance in determining the most advantageous proposal. Conversely, as differences in price become less distinct, differences in rating and relative advantages and disadvantages between proposals are of increased importance to the determination. In the event that the technical and cost/price proposals become more equivalent for two or more large businesses, the subcontracting plan will become more significant and may become the determining factor for award.

10.4 The Government reserves the right to accept other than the lowest priced offer. The right is also reserved to reject any and all offers. The basis of award will be a conforming offer, the price or cost of which may or may not be the lowest. If other than the lowest offer, it must be sufficiently more advantageous than the lowest offer to justify the payment of additional amounts. Any award price must be determined to be fair and reasonable.

10.5 Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in discussions or be asked to submit a revised offer. The Government may make award of a conforming proposal without discussions, if deemed to be within the best interests of the Government.

10.6 The Government intends to award a contract without discussions based on initial proposals received; therefore, the proposals shall contain the offeror's best terms from a cost and technical standpoint. However, the Government reserves the right to conduct discussions in accordance with FAR 52.215-1. Should discussions be necessary after evaluations, the Government will establish a competitive range of the offerors that are the most highly rated. The Government reserves the right to address any pertinent issues in the proposals.

VOLUME I – TAB D**PROPOSAL DATA SHEET**

1. Name of Firm:	
2. Address:	
3. Phone:	
4. Fax:	
5. E-mail:	
6. Duns # (used for accessing CCASS)	
7. If a joint venture or contractor-subcontractor association of firms, list the individual firms and briefly describe the nature of the association.	
Firm 1:	
Firm 2:	
Firm 3:	
Nature of Association:	
8. AUTHORIZED NEGOTIATORS. FAR 52.215-11 The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposals (RFP).	
9. Name of Person Authorized to Negotiate:	
10. Negotiator's Address:	
11. Negotiator's Telephone:	
12. Negotiator's E-mail:	

VOLUME II – TAB 1**FACTOR 1: CONSTRUCTION PAST PERFORMANCE INFORMATION**

Provide the following information in accordance with Evaluation factor 3.1

1. Project Title:	
2. Location:	
3. Contract number:	
4. Procuring activity:	
5. Procurement Point of Contact and Telephone Number:	
6. Address and telephone number of owner/customer:	
7. Type of Project (private sector, Government, planned unit development, etc.):	
8. General Nature of the Contract:	
9. Award Date:	
10. Original Contract Amount:	
11. Final Contract Amount:	
12. Original Completion Date:	
13. Final Completion Date:	
14. Explanation for any differences between original and final contract costs and completion dates:	
15. Total number of Manhours including all subcontractors:	
14. Total number of Lost Time Accidents including all Subcontractors:	

**SAMPLE TRANSMITTAL LETTER
AND
PAST PERFORMANCE EVALUATION QUESTIONNAIRE**

Date: _____

To: _____

We have listed your firm as a reference for work we have performed for you as listed below. Our firm has submitted a proposal under a project advertised by the U.S. Army Corps of Engineers, Fort Worth District. In accordance with Federal Acquisition Regulations (FAR), an evaluation of our firm's past performance will be completed by the Corps of Engineers. Your candid response to the attached questionnaire will assist the evaluation team in this process.

We understand that you have a busy schedule and your participation in this evaluation is greatly appreciated. Please complete the enclosed questionnaire as thoroughly as possible. Space is provided for comments. Understand that while the responses to this questionnaire may be released to the offeror, FAR 15.306 (e)(4) prohibits the release of the names of the persons providing the responses. Complete confidentiality will be maintained. Furthermore, a questionnaire has also been sent to _____ of your organization. Only one response from each office is required. If at all possible, we request that you individually answer this questionnaire and then coordinate your responses with that of _____, to develop a consensus on one overall response from your organization.

Please send your completed questionnaire to the following address to arrive NOT LATER THAN _____ [19 Nov 2004]
_____:

U.S. Army Engineer District, Fort Worth
ATTN: CESWF-CT-C (Vernon D. Vann)
819 Taylor Street
Fort Worth, TX 76102

The questionnaires can also be faxed to [Vernon D. Vann], Fort Worth District Contract Specialist at FAX 817-886-6407 or emailed to [Vernon.d.vann@swf02.usace.army.mil]. If you have questions regarding the attached questionnaire, or require assistance, please contact [Vernon D. Vann] at 817-886-1049. Thank you for your assistance.

**Urban Assault Course & Live Fire Villages
Fort Polk, LA**

PAST PERFORMANCE EVALUATION QUESTIONNAIRE

Upon completion of this form, please send directly to the U.S. Army Corps of Engineers in the enclosed addressed envelope or fax [or e-mail] to Vernon.d.vann@swf02.usace.army.mil [FAX NUMBER 817-886-1049], ATTN: [Vernon D. Vann]. Do not return this form to our offices. Thank you.

1. Contractor/Name & Address (City and State):

2. Type of Contract: Fixed Price _____ Cost Reimbursement _____

Other (Specify) _____

3. Title of Project/Contract Number: _____

4. Description of Work: (Attach additional pages as necessary)

5. Complexity of Work: High _____ Mid _____ Routine _____

6. Location of Work: _____

7. Date of Award: _____

8. Status: Active _____ (provide percent complete)

Complete _____ (provide completion date)

9. Name, address and telephone number of Contracting Officer's Technical Representative:

10. QUALITY OF CONSTRUCTION:

Evaluate the contractor's performance in complying with contract requirements, quality achieved and overall technical expertise demonstrated.

Outstanding Quality	
Above Average Quality	
Satisfactory Quality	
Marginal Quality	
Unsatisfactory or Experienced Significant Quality Problems	

Remarks: _____

11. TIMELINESS OF PERFORMANCE:

To what extent did the contractor meet the contract and/or individual task order schedules if the contract was an indefinite delivery type contract?

Completed Substantially Ahead of Schedule (Outstanding)	
Completed Ahead of Schedule (Above Average)	
Completed on Schedule with Minor Delays Under Extenuating Circumstances (Satisfactory)	
Completed Behind Schedule (Marginal)	
Experienced Significant Delays without Justification (Unsatisfactory)	

Remarks: _____

12. CUSTOMER SATISFACTION:

To what extent were the end users satisfied with:

	Quality	Cost	Schedule
Exceptionally Satisfied (Outstanding)			
Highly Satisfied (Above Average)			
Satisfied (Satisfactory)			
Somewhat Dissatisfied (Marginal)			
Highly Dissatisfied (Unsatisfactory)			

Remarks: _____

13. SUBCONTRACTOR MANAGEMENT

How well did the contractor manage and coordinate subcontractors, suppliers, and the labor force?

Outstanding management and coordination of subcontractors	
Above Average management and coordination of subcontractors	
Satisfactory management and coordination of subcontractors	
Marginal management and coordination of subcontractors	
Unsatisfactory management and coordination of subcontractors	

Remarks: _____

14. SAFETY

How well did the Contractor implement and maintain its Accident Prevention Program? Did it have an effective safety incentive program? Were there excessive lost time accidents?

Outstanding Documentation	
Above Average Documentation	
Satisfactory Documentation	
Marginal Documentation	
Unsatisfactory Documentation	

Remarks: _____

15. DOCUMENTATION

To what extent were the contractor's reports and documentation accurate, complete and were they submitted in a timely manner?

Outstanding Documentation	
Above Average Documentation	
Satisfactory Documentation	
Marginal Documentation	
Unsatisfactory Documentation	

Remarks: _____

16. IF GIVEN THE OPPORTUNITY, WOULD YOU WORK WITH THIS CONTRACTOR AGAIN?

Yes _____ **No** _____ **Not Sure** _____

17. OTHER REMARKS:

Use the space below to provide other information related to the contractor's

performance. This may include the contractor's selection and management of subcontractors, flexibility in dealing with contract challenges, their overall concern for the Government's interest (if applicable), project awards received, etc.

VOLUME II – TAB 2**FACTOR 2: CORPORATE SPECIALIZED RELEVANT EXPERIENCE.**

Provide the following information in accordance with Evaluation factor 3.2

1. Project Title:	
2. Location:	
3. Contract number:	
4. Nature of involvement in this project, i.e. General Contractor, subcontractor, designer:	
5. Procuring activity:	
6. Procurement point of contact and telephone number:	
7. List dates of construction start and completion or percent complete if construction is in progress:	
8. Address of building(s):	
9. Name, address and telephone number of owner:	
10. Indicate type of project (private sector, Government, planned unit development, etc.):	
11. Total cost:	
12. Technical relevancy to this project (i.e. type of foundation, roof and structure as related to the technical specifications):	

Proposal Evaluation Worksheet

(SAMPLE)

RFP No.					
Evaluator's Name:		Offeror's Name:			
Evaluation Factor:	Factor 1 Construction Past Performance (Volume II, TAB 1)				
Factor Rating: (Place X in Column)	Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Factor Risk: (Place X in Column)	Low		Medium		High
Rating Rationale:	(Include supporting rationale for the ratings.)				
Strengths:	(Precede the strength with an (S) if it identifies a significant strength.)				
Weaknesses:	(Precede the weakness with an (S) if it identifies a significant weakness.)				
Deficiencies:	(List all areas where the contractor fails to meet minimum requirements of the solicitation)				
Uncertainties:	(Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer.)				

Proposal Evaluation Worksheet

(SAMPLE)

RFP No.					
Evaluator's Name:		Offeror's Name:			
Evaluation Factor:	Factor 2 Corporate Relevant Specialized Experience (Volume II, TAB 2)				
Factor Rating: (Place X in Column)	Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Factor Risk: (Place X in Column)	Low		Medium		High
Rating Rationale:	(Include supporting rationale for the ratings.)				
Strengths:	(Precede the strength with an (S) if it identifies a significant strength.)				
Weaknesses:	(Precede the weakness with an (S) if it identifies a significant weakness.)				
Deficiencies:	(List all areas where the contractor fails to meet minimum requirements of the solicitation)				
Uncertainties:	(Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer.)				

Proposal Evaluation Worksheet

(SAMPLE)

RFP No.					
Evaluator's Name:		Offeror's Name:			
Evaluation Factor:	Factor 3 Management Effectiveness (Volume II, TAB 3)				
Factor Rating: (Place X in Column)	Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Factor Risk: (Place X in Column)	Low		Medium		High
Rating Rationale:	(Include supporting rationale for the ratings.)				
Strengths:	(Precede the strength with an (S) if it identifies a significant strength.)				
Weaknesses:	(Precede the weakness with an (S) if it identifies a significant weakness.)				
Deficiencies:	(List all areas where the contractor fails to meet minimum requirements of the solicitation)				
Uncertainties:	(Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer.)				

Proposal Evaluation Worksheet

(SAMPLE)

RFP No.					
Evaluator's Name:		Offeror's Name:			
Evaluation Factor:	Factor 4 Construction Duration (Volume II, TAB 4)				
Factor Rating: (Place X in Column)	Outstanding	Above Average	Satisfactory	Marginal	Unsatisfactory
Factor Risk: (Place X in Column)	Low		Medium		High
Rating Rationale:	(Include supporting rationale for the ratings.)				
Strengths:	(Precede the strength with an (S) if it identifies a significant strength.)				
Weaknesses:	(Precede the weakness with an (S) if it identifies a significant weakness.)				
Deficiencies:	(List all areas where the contractor fails to meet minimum requirements of the solicitation)				
Uncertainties:	(Any aspect of the proposal for which the intent of the offeror is unclear because there may be more than one way to interpret the offer.)				

Proposal Evaluation
Summary Rating Chart
(SAMPLE)

RFP No.			
Evaluator's Name:		Offeror's Name:	
Factor No.	Description	Factor Rating	Factor Risk
1	Construction Past Performance		
2	Corporate Relevant Specialized Experience		
3	Offeror Management Effectiveness		
4	Construction Duration		
Overall Rating / Overall Risk			
Comments:			

Proposal Evaluation Consensus Chart **(SAMPLE)**

RFP No.						
Evaluator's Name:			Offeror's Name:			
Factor No.	Description	Board Member 1	Board Member 2	Board Member 3	Board Member 4	Consensus
1	Construction Past Performance	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk
2	Corporate Relevant Specialized Experience	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk
3	Offeror Management Effectiveness	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk
4	Construction Duration	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk	Factor Rating Factor Risk
Overall Rating Overall Risk		Rating Risk	Rating Risk	Rating Risk	Rating Risk	Rating Risk

Board Member 1

Board Member 2

Board Member 3

Board Member 4

*The Overall Rating must have supporting documentation in the form of a "Consensus - Proposal Evaluation Worksheet" document to support overall rating and overall risk.

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050
LOCAL INSTRUCTION

PROJECT INFORMATION

- a. For technical information regarding plans and specifications contact Fort Worth District Office, Corps of Engineers, Fort Worth, Texas, telephone, 817/886-1893, **Wayne McDonald**, Project Manager.
- b. For information regarding bidding procedures or bonds, contact **Vernon D. Vann, via telephone 817/886-1049**; via email **vernon.d.vann@swf02.usace.army.mil**; or visit Room 2A19, 819 Taylor Street, Fort Worth, Texas. Collect calls not accepted.
- c. Offers will NOT be publicly opened. Information concerning the status of the evaluation and/or award will NOT be available after receipt of proposals.

PRE-PROPOSAL CONFERENCE AND SITE VISIT: **Please contact Steve Sherrill at 337-531-2934 to schedule a site visit.**

GENERAL NOTICES

- a. Offerors must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in Offers is prescribed in 18 USC 1001. (FAR 52.214-4).
- b. The Affirmative Action Requirement of the Equal Opportunity Clause may apply to any contract resulting from this IFB.

FACSIMILE OFFERS

The fax number listed in the provision 52.215-5, Facsimile Proposals, is available for use by all bidders and offerors on a "first come, first served" basis and is, therefore, subject to heavy use for long periods of time. Accordingly, bidders/offerors are cautioned that "last minute" bids/offers may be received late due to heavy message traffic. The government assumes no responsibility for such late bids/offers.

For the purposes of this solicitation, **facsimile offers are restricted to price proposal modifications/revisions up to the exact time set for receipt of proposals, and proposal clarifications and/or revisions resulting from a Government clarification request or Government negotiation/discussion item. Facsimile offers of the complete original proposal will not be accepted.**

BID GUARANTEE

Reference the provision 52.228-1, Bid Guarantee. Facsimile Bonds are not acceptable. The Bid Guarantee shall be twenty percent (20%) of the total bid price or \$3,000,000.00, whichever is less.

OFFEROR'S QUALIFICATIONS

Pursuant to FAR 9.1, before a bid is considered for award, the bidder will be requested by the Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work.

SMALL BUSINESS SUBCONTRACTING PLAN

- a. This notice applies to Large Businesses only.
- b. Reference FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN. The bidder/offeror shall take into consideration only those subcontracts that he/she will award when preparing the subcontracting plan required by the FAR.
- c. The Contracting Officer will NOT make award under this solicitation without an APPROVED subcontracting plan.

- d. To be approved, the plan must contain at a minimum, the eleven elements set forth in FAR 52.219-9, paragraph (d). Pursuant to AFARS 19.705-4(d), your plan will be reviewed and scored in accordance with AFARS Appendix DD to ensure it clearly represents your firm's ability to carry out the terms and conditions set forth in the contract clauses. AFARS Appendix DD (pages 199 - 205) may be accessed via the Internet at <http://farsite.hill.af.mil/vfafar1.htm>.
- e. Subcontracting Plan Floors. **N/A**

f. Current copies of Standard Form 294 and 295 can be found at [http://contacts.gsa.gov/webforms.nsf/\(formslist\)?openform&count=1000&category=Standard+Forms&expandview](http://contacts.gsa.gov/webforms.nsf/(formslist)?openform&count=1000&category=Standard+Forms&expandview).

g. Contractors may post subcontracting opportunities at the Small Business Administration's SubNet: <http://web.sba.gov/subnet/index.cfm>.

AMENDMENTS TO THIS REQUEST FOR PROPOSALS (RFP)

All amendments to this RFP will be made through the use of the Internet. No additional media (CD ROMS, Floppy Disks, Faxes, or paper) will be provided unless the Government determines that it is necessary. Contractors may view/download this solicitation and all amendments from the Internet after solicitation issuance at the following Internet address:

<https://ebs.swf.usace.army.mil/ebs/AdvertisedSolicitations.asp>. All offerors are required to check the Ft. Worth District Contracting Division website daily to be notified of any changes to this solicitation

ESTIMATED CONSTRUCTION COST

The estimated cost of the proposed construction is between **\$1,000,000 and \$5,000,000**.

SPECIAL NOTICE CONCERNING INDIVIDUAL SURETIES

The Security interest, including pledged assets as set forth in the contract clause 52.228-11, PLEDGES OF ASSETS, and executed Standard Form 28 entitled "AFFIDAVIT OF INDIVIDUAL SURETY" shall be furnished with the bond. Failure to provide with the bid bond a pledge of assets (security interest) in accordance with FAR 28.203-1 will result in rejection of a bid that is bonded by individual sureties.

PARTNERING

In order to accomplish this contract, the government is encouraging the formation of a cohesive partnership with the contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule. This partnership would be bilateral in make-up and participation would be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

PRINCIPAL CONTRACTING OFFICER

The Contracting Officer who signs this contract will be the Principal Contracting Officer for this contract. However, any Contracting Officer assigned to the Fort Worth District, contracting within his or her authority, may take formal action on this contract when a contract action needs to be taken and the Principal Contracting Officer is unavailable.

PERFORMANCE OF WORK BY CONTRACTOR

The successful bidder/offeror must furnish the Contracting Officer within 20 days after award the following a description of the work which he intends to perform with his own organization (e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (JAN 2004)

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.dla.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2179, Facsimile (215) 697-1462.

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing or written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, or revision, of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

52.215-5 FACSIMILE PROPOSALS (OCT 1997)

(a) Definition. Facsimile proposal, as used in this provision, means a proposal, revision or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is: **(817) 886-6408**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document--

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the

proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT--CONSTRUCTION MATERIALS (MAY 2002)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the

appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**US Army Corps of Engineers – Fort Worth District
Contracting Division CESWF-CT-C (2A19)
819 Taylor Street/PO Box 17300
Fort Worth, Texas 76102-0300**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
 - (2) The Contractor's CAGE code is in the CCR database; and
 - (3) The Government has validated all mandatory data fields and has marked the records "Active."
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.236-7008 CONTRACT PRICES - BIDDING SCHEDULES. (DEC 1991)

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for --

(1) Furnishing all plant, labor, equipment, appliances, and materials; and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items listed in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
See Section 00710	See Section 00710

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in W9126G-04-R-0050 Section 00100-38 Revision #2 Dated: 11/01/04

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notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
Fort Polk, LA.

(End of provision)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

APPLICATION OF WAGE DECISIONS

Solicitation No: W9126G-04-R-0050
Project: Urban Assault Course and Live Fire Villages
Location: Fort Polk, Louisiana
Vernon Parish

1. Service Contract Act (SCA) Wage Determination Number 94-2229, Revision Number 24, will be applicable to those activities performed with regard to contract installation support requirements for certain minor maintenance repairs, clerical support services, custodial services, grounds maintenance, and landscaping requiring the utilization of professional/service employees, i.e., Biologists, Agronomists, Environmentalists, Environmental Abatement, Computer Specialists, Architects/Engineers, Surveyors, and associated Technicians thereof to the professional/technical trades. This wage determination will also be used for demolition activities where no further construction will be performed at the site of the demolition.

NOTE: Payroll records are not required to be submitted to the U.S. Army Corps of Engineers for work performed under the Service Contract Act (SCA). SCA payroll records are required to be kept by the Prime Contractor, and available for review if requested, for a minimum of three years from the date of contract completion. Labor compliance will be monitored by the U.S. Department of Labor for SCA labor records.

2. Davis-Bacon Act General Decision LA030005, Building Construction Projects, will be applicable to the construction, alteration, painting or repair of buildings, installation within buildings, appurtenances to buildings, foundations for buildings, excavation and fill for buildings and utilities within five feet of buildings for those construction activities performed in **Vernon Parish**.

3. Davis-Bacon Act General Decision LA030009, Heavy Construction Projects, will be applicable to the construction and all utilities more than five feet from buildings, and any other construction requirements not shown in paragraph 1 above in **Vernon Parish**.

NOTE:

(1) CERTIFIED PAYROLL RECORDS ARE REQUIRED, UNDER THE DAVIS-BACON AND RELATED ACTS (DBRA), AND MUST BE SUBMITTED WEEKLY, TO THE U.S. ARMY CORPS OF ENGINEERS, FOR ALL CONSTRUCTION PERFORMED.

(2) THE WAGE DECISION NUMBER APPLICABLE TO THE WORK PERFORMED FOR EACH CERTIFIED PAYROLL PERIOD, IS TO BE SHOWN (ANNOTATED) ON EACH AND EVERY CERTIFIED PAYROLL RECORD SUBMITTED. MULTIPLE WAGE DECISION USAGE DURING ANY ONE WORK PERIOD SHALL ALSO BE SO ANNOTATED TO THE CERTIFIED PAYROLL RECORD.

WAGE DETERMINATION NO: 94-2229 REV (24) AREA: LA,ALEXANDRIA

WAGE DETERMINATION NO: 94-2229 REV (24) AREA: LA,ALEXANDRIA

REGISTER OF WAGE DETERMINATIONS UNDER

U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2229
Revision No.: 24
Date Of Last Revision: 08/06/2004State: **Louisiana**Area: **Louisiana** Parishes of Acadia, Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Concordia, Evangeline, Franklin, Grant, La Salle, Natchitoches, Rapides, Sabine, Tensas, **Vernon**, Winn****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.85
01012 - Accounting Clerk II	11.09
01013 - Accounting Clerk III	13.96
01014 - Accounting Clerk IV	15.19
01030 - Court Reporter	12.66
01050 - Dispatcher, Motor Vehicle	10.63
01060 - Document Preparation Clerk	9.27
01070 - Messenger (Courier)	7.79
01090 - Duplicating Machine Operator	9.27
01110 - Film/Tape Librarian	12.02
01115 - General Clerk I	8.88
01116 - General Clerk II	9.83
01117 - General Clerk III	10.81
01118 - General Clerk IV	12.93
01120 - Housing Referral Assistant	14.59
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	11.37
01191 - Order Clerk I	10.11
01192 - Order Clerk II	11.95
01261 - Personnel Assistant (Employment) I	10.11
01262 - Personnel Assistant (Employment) II	11.81
01263 - Personnel Assistant (Employment) III	13.22
01264 - Personnel Assistant (Employment) IV	15.15
01270 - Production Control Clerk	15.76
01290 - Rental Clerk	10.95
01300 - Scheduler, Maintenance	11.30
01311 - Secretary I	11.30
01312 - Secretary II	12.55
01313 - Secretary III	14.59
01314 - Secretary IV	16.21
01315 - Secretary V	17.65
01320 - Service Order Dispatcher	13.82
01341 - Stenographer I	10.42
01342 - Stenographer II	11.13
01400 - Supply Technician	15.19
01420 - Survey Worker (Interviewer)	12.21
01460 - Switchboard Operator-Receptionist	8.83
01510 - Test Examiner	12.55
01520 - Test Proctor	12.55
01531 - Travel Clerk I	9.10
01532 - Travel Clerk II	9.84
01533 - Travel Clerk III	10.59
01611 - Word Processor I	8.97

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01612 - Word Processor II	10.12
01613 - Word Processor III	11.21
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	9.89
03041 - Computer Operator I	11.33
03042 - Computer Operator II	13.64
03043 - Computer Operator III	16.37
03044 - Computer Operator IV	18.17
03045 - Computer Operator V	20.18
03071 - Computer Programmer I (1)	13.99
03072 - Computer Programmer II (1)	17.34
03073 - Computer Programmer III (1)	20.87
03074 - Computer Programmer IV (1)	21.91
03101 - Computer Systems Analyst I (1)	18.77
03102 - Computer Systems Analyst II (1)	22.25
03103 - Computer Systems Analyst III (1)	25.58
03160 - Peripheral Equipment Operator	11.03
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.50
05010 - Automotive Glass Installer	12.76
05040 - Automotive Worker	12.76
05070 - Electrician, Automotive	13.63
05100 - Mobile Equipment Servicer	11.17
05130 - Motor Equipment Metal Mechanic	14.50
05160 - Motor Equipment Metal Worker	13.15
05190 - Motor Vehicle Mechanic	14.50
05220 - Motor Vehicle Mechanic Helper	10.15
05250 - Motor Vehicle Upholstery Worker	12.04
05280 - Motor Vehicle Wrecker	12.76
05310 - Painter, Automotive	13.63
05340 - Radiator Repair Specialist	12.76
05370 - Tire Repairer	10.79
05400 - Transmission Repair Specialist	14.50
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.66
07010 - Baker	11.30
07041 - Cook I	8.70
07042 - Cook II	10.58
07070 - Dishwasher	6.63
07130 - Meat Cutter	11.25
07250 - Waiter/Waitress	7.04
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.63
09040 - Furniture Handler	9.68
09070 - Furniture Refinisher	13.63
09100 - Furniture Refinisher Helper	10.15
09110 - Furniture Repairer, Minor	12.04
09130 - Upholsterer	13.63
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	7.15
11060 - Elevator Operator	7.95
11090 - Gardener	9.83
11121 - House Keeping Aid I	6.52
11122 - House Keeping Aid II	7.17
11150 - Janitor	7.84
11210 - Laborer, Grounds Maintenance	8.81
11240 - Maid or Houseman	6.52
11270 - Pest Controller	10.65
11300 - Refuse Collector	8.42
11330 - Tractor Operator	7.88
11360 - Window Cleaner	8.72
12000 - Health Occupations	
12020 - Dental Assistant	10.93
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.52
12071 - Licensed Practical Nurse I	11.20
12072 - Licensed Practical Nurse II	12.58
12073 - Licensed Practical Nurse III	14.06
12100 - Medical Assistant	10.97
12130 - Medical Laboratory Technician	13.60
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54

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12221 - Nursing Assistant I	7.27
12222 - Nursing Assistant II	8.17
12223 - Nursing Assistant III	8.92
12224 - Nursing Assistant IV	10.00
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.86
12311 - Registered Nurse I	16.76
12312 - Registered Nurse II	20.50
12313 - Registered Nurse II, Specialist	20.50
12314 - Registered Nurse III	24.82
12315 - Registered Nurse III, Anesthetist	24.82
12316 - Registered Nurse IV	29.75
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.59
13011 - Exhibits Specialist I	11.61
13012 - Exhibits Specialist II	13.85
13013 - Exhibits Specialist III	17.78
13041 - Illustrator I	11.61
13042 - Illustrator II	13.85
13043 - Illustrator III	17.78
13047 - Librarian	17.82
13050 - Library Technician	11.35
13071 - Photographer I	10.46
13072 - Photographer II	12.49
13073 - Photographer III	16.02
13074 - Photographer IV	17.79
13075 - Photographer V	19.75
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	6.50
15030 - Counter Attendant	6.50
15040 - Dry Cleaner	7.86
15070 - Finisher, Flatwork, Machine	6.50
15090 - Presser, Hand	6.50
15100 - Presser, Machine, Drycleaning	6.50
15130 - Presser, Machine, Shirts	6.50
15160 - Presser, Machine, Wearing Apparel, Laundry	6.50
15190 - Sewing Machine Operator	8.31
15220 - Tailor	8.76
15250 - Washer, Machine	7.37
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.55
19040 - Tool and Die Maker	18.14
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.72
21020 - Material Coordinator	11.25
21030 - Material Expediter	11.25
21040 - Material Handling Laborer	9.84
21050 - Order Filler	9.92
21071 - Forklift Operator	11.87
21080 - Production Line Worker (Food Processing)	10.23
21100 - Shipping/Receiving Clerk	11.13
21130 - Shipping Packer	11.13
21140 - Store Worker I	8.48
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.58
21210 - Tools and Parts Attendant	11.87
21400 - Warehouse Specialist	10.84
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.17
23040 - Aircraft Mechanic Helper	12.84
23050 - Aircraft Quality Control Inspector	19.40
23060 - Aircraft Servicer	15.22
23070 - Aircraft Worker	16.15
23100 - Appliance Mechanic	14.60
23120 - Bicycle Repairer	10.79
23125 - Cable Splicer	17.55
23130 - Carpenter, Maintenance	13.63
23140 - Carpet Layer	13.72
23160 - Electrician, Maintenance	17.87
23181 - Electronics Technician, Maintenance I	16.15
23182 - Electronics Technician, Maintenance II	17.53
23183 - Electronics Technician, Maintenance III	19.11

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23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.48
23310 - Fire Extinguisher Repairer	11.39
23340 - Fuel Distribution System Mechanic	15.79
23370 - General Maintenance Worker	13.32
23400 - Heating, Refrigeration and Air Conditioning Mechanic	14.50
23430 - Heavy Equipment Mechanic	18.23
23440 - Heavy Equipment Operator	14.50
23460 - Instrument Mechanic	16.67
23470 - Laborer	9.67
23500 - Locksmith	14.60
23530 - Machinery Maintenance Mechanic	15.48
23550 - Machinist, Maintenance	14.99
23580 - Maintenance Trades Helper	11.17
23640 - Millwright	15.48
23700 - Office Appliance Repairer	14.60
23740 - Painter, Aircraft	14.60
23760 - Painter, Maintenance	13.63
23790 - Pipefitter, Maintenance	18.19
23800 - Plumber, Maintenance	17.21
23820 - Pneudraulic Systems Mechanic	15.48
23850 - Rigger	15.48
23870 - Scale Mechanic	13.72
23890 - Sheet-Metal Worker, Maintenance	15.48
23910 - Small Engine Mechanic	12.70
23930 - Telecommunication Mechanic I	15.48
23931 - Telecommunication Mechanic II	18.46
23950 - Telephone Lineman	16.68
23960 - Welder, Combination, Maintenance	14.50
23965 - Well Driller	15.48
23970 - Woodcraft Worker	15.48
23980 - Woodworker	11.39
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.49
24580 - Child Care Center Clerk	11.84
24600 - Chore Aid	6.88
24630 - Homemaker	11.98
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	15.68
25040 - Sewage Plant Operator	15.68
25070 - Stationary Engineer	15.48
25190 - Ventilation Equipment Tender	11.19
25210 - Water Treatment Plant Operator	15.68
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	10.72
27006 - Corrections Officer	12.33
27010 - Court Security Officer	12.62
27040 - Detention Officer	12.62
27070 - Firefighter	12.62
27101 - Guard I	8.55
27102 - Guard II	12.48
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	13.72
28020 - Hatch Tender	13.72
28030 - Line Handler	13.72
28040 - Stevedore I	12.60
28050 - Stevedore II	14.17
29000 - Technical Occupations	
21150 - Graphic Artist	17.53
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	13.16
29024 - Archeological Technician II	14.81
29025 - Archeological Technician III	18.29
29030 - Cartographic Technician	18.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	18.77
29040 - Civil Engineering Technician	16.50
29061 - Drafter I	9.97
29062 - Drafter II	11.94

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29063 - Drafter III	14.25
29064 - Drafter IV	18.29
29081 - Engineering Technician I	10.74
29082 - Engineering Technician II	12.86
29083 - Engineering Technician III	15.35
29084 - Engineering Technician IV	19.70
29085 - Engineering Technician V	24.22
29086 - Engineering Technician VI	31.30
29090 - Environmental Technician	18.29
29100 - Flight Simulator/Instructor (Pilot)	22.89
29160 - Instructor	15.11
29210 - Laboratory Technician	14.32
29240 - Mathematical Technician	18.29
29361 - Paralegal/Legal Assistant I	14.77
29362 - Paralegal/Legal Assistant II	18.98
29363 - Paralegal/Legal Assistant III	21.65
29364 - Paralegal/Legal Assistant IV	26.19
29390 - Photooptics Technician	18.29
29480 - Technical Writer	22.14
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	19.26
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	14.37
29622 - Weather Observer, Upper Air (3)	14.37
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.72
31260 - Parking and Lot Attendant	7.46
31290 - Shuttle Bus Driver	12.35
31300 - Taxi Driver	9.25
31361 - Truckdriver, Light Truck	12.35
31362 - Truckdriver, Medium Truck	13.42
31363 - Truckdriver, Heavy Truck	15.48
31364 - Truckdriver, Tractor-Trailer	15.48
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	7.65
99030 - Cashier	7.05
99041 - Carnival Equipment Operator	10.29
99042 - Carnival Equipment Repairer	11.33
99043 - Carnival Worker	7.27
99050 - Desk Clerk	8.63
99095 - Embalmer	19.02
99300 - Lifeguard	9.72
99310 - Mortician	19.02
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	11.97
99510 - Recycling Worker	8.48
99610 - Sales Clerk	9.43
99620 - School Crossing Guard (Crosswalk Attendant)	7.89
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	13.80
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.55
99660 - Surveying Aide	8.51
99690 - Swimming Pool Operator	8.90
99720 - Vending Machine Attendant	8.62
99730 - Vending Machine Repairer	10.23
99740 - Vending Machine Repairer Helper	8.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A

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contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174) THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the

"Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

General Decision Number: LA030005 10/15/2004

Superseded General Decision Number: LA020005

State: **Louisiana**

Construction Types: **Building**

Counties: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, **Vernon**, Washington, West Carroll, West Feliciana and Winn Counties in Louisiana.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes & apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	02/06/2004
2	03/05/2004
3	04/02/2004
4	05/21/2004
5	07/09/2004
6	10/15/2004

ELEC0130-001 03/01/2004

ASSUMPTION and ST. MARY (Northeast of Atchafalaya River)

PARISHES:

	Rates	Fringes
Electrician (includes low voltage wiring and installation of fire alarms, security systems, telephones, computers, and temperature controls).....	\$ 22.09	5.92

ELEC0194-001 09/25/2003

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River), AND RED RIVER PARISHES:

	Rates	Fringes
Electrician (includes low voltage wiring and installation of fire alarms, security systems, telephones, computers, and temperature controls).....	\$ 20.60	7.28

* ELEC0446-001 09/01/2004

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION AND WEST CARROLL PARISHES:

Rates	Fringes
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ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

Electrician (includes low voltage wiring and installation of fire alarms, security systems, telephones, computers, and temperature controls).....	\$ 18.47	6.00

* ELEC0576-001 09/01/2004		
AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHE (Southwest of Red River), SABINE, VERNON AND WINN PARISHES:		
	Rates	Fringes
Electrician (includes low voltage wiring and installation of fire alarms, security systems, telephones, computers, and temperature controls).....	\$ 19.60	4.34

ELEC0861-001 04/01/2004		
ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY (Southwest of Atchafalaya River) AND VERMILION PARISHES:		
	Rates	Fringes
Electrician (includes low voltage wiring and installation of fire alarms, security systems, telephones, computers, and temperature controls).....	\$ 19.63	6.69

ELEC0995-001 12/01/2003		
EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST FELICIANA PARISHES:		
	Rates	Fringes
Electrician (includes low voltage wiring and installation of fire alarms, security systems, telephones, computers, and temperature controls).....	\$ 19.20	6.16

IRON0058-001 06/01/2004		
TANGIPAHOA (Southeastern Portion) AND WASHINGTON PARISHES:		
	Rates	Fringes
Ironworkers, Structural.....	\$ 18.05	5.52

IRON0591-001 06/01/2004		
BIENVILLE, CLAIBORNE, DESOTO, NATCHITOCHE, RED RIVER, AND SABINE PARISHES:		
	Rates	Fringes
Ironworker, Structural.....	\$ 18.00	5.27

IRON0623-001 06/01/2004		
ASSUMPTION, AVOYELLES, CATAHOULA (Southern Tip Only), CONCORDIA (Southern Portion), EAST FELICIANA, IBERIA, IBERVILLE, POINTE COUPEE, ST. HELENA, ST. MARY, TANGIPAHOA (Northwestern Portion), AND WEST FELICIANA PARISHES:		

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

	Rates	Fringes
Ironworker, Structural.....	\$ 18.05	5.22

IRON0710-001 06/01/2004		
ALLEN, BEAUREGARD, CALDWELL, CAMERON, CATAHOULA, CONCORDIA (Northern Portion), EAST CARROLL, EVANGELINE, FRANKLIN, GRANT, JACKSON, JEFFERSON DAVIS, LASALLE, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION, VERMILION, VERNON, WEST CARROLL, AND WINN PARISHES:		
	Rates	Fringes
Ironworker, Structural.....	\$ 18.05	5.23

SFLA0669-001 04/01/2004		
	Rates	Fringes
Sprinkler Fitter.....	\$ 22.87	8.95

SHEE0011-001 05/01/2004		
WASHINGTON PARISH:		
	Rates	Fringes
Sheet Metal Worker (includes HVAC duct).....	\$ 22.32	6.99

SHEE0021-001 01/01/2004		
ALLEN, ASSUMPTION, BEAUREGARD, CAMERON, EAST FELICIANA, EVANGELINE, IBERIA, IBERVILLE, JEFFERSON DAVIS, POINTE COUPEE, ST. HELENA, ST. MARY, TANGIPAHOA, VERMILION AND WEST FELICIANA PARISHES:		
	Rates	Fringes
Sheet Metal Worker (includes HVAC duct).....	\$ 21.26	5.135

SHEE0361-001 01/01/2004		
AVOYELLES, BIENVILLE, CALDWELL, CATAHOULA, CLAIBORNE, CONCORDIA, DE SOTO, EAST CARROLL, FRANKLIN, GRANT, JACKSON, LA SALLE, LINCOLN, MADISON, MOREHOUSE, NATCHITOCHES, RED RIVER, RICHLAND, SABINE, TENSAS, UNION, VERNON, WEST CARROLL AND WINN PARISHES:		
	Rates	Fringes
Sheet Metal Worker (includes HVAC duct).....	\$ 23.17	6.06

SULA2004-004 03/25/2004		
	Rates	Fringes
Carpenters		
Drywall & Metal Stud		
Installation.....	\$ 14.05	0.00
Formbuilding/Formsetting....	\$ 13.31	0.00
All Other Work.....	\$ 12.70	1.21
Laborer		
Common.....	\$ 8.74	0.00
Grade Checker.....	\$ 10.00	0.00
Painter		
Brush, Roller, & Spray.....	\$ 10.00	0.00
Plumber (including HVAC pipe)..<	\$ 16.90	0.00
Power Equipment Operator		
Backhoe/Excavator.....	\$ 13.50	0.00
Bulldozer.....	\$ 14.83	1.62

Forklift.....	\$ 14.29	0.00
Front End Loader.....	\$ 12.88	0.00
Roller.....	\$ 11.50	0.00
Trackhoe.....	\$ 14.63	1.62

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number: LA030009 07/16/2004

Superseded General Decision Number: LA020009

State: **Louisiana**

Construction Types: **Heavy**

Parishes: Allen, Assumption, Avoyelles, Beauregard, Bienville, Caldwell, Cameron, Catahoula, Claiborne, Concordia, De Soto, East Carroll, East Feliciana, Evangeline, Franklin, Grant, Iberia, Iberville, Jackson, Jefferson Davis, La Salle, Lincoln, Madison, Morehouse, Natchitoches, Pointe Coupee, Red River, Richland, Sabine, St Helena, St Mary, Tangipahoa, Tensas, Union, Vermilion, **Vernon**, Washington, West Carroll, West Feliciana and Winn Parishes in **Louisiana**.

HEAVY CONSTRUCTION PROJECTS (includes water wells, water & sewer lines, and flood control; excludes elevated storage tanks)

Modification Number	Publication Date
0	06/13/2003
1	12/29/2003
2	01/30/2004
3	03/12/2004
4	04/02/2004
5	07/16/2004

* ELEC0130-007 03/01/2004

ASSUMPTION AND ST. MARY (Northeast of Atchafalaya River)
PARISHES:

	Rates	Fringes
Electrician.....	\$ 22.09	5.92

* ELEC0194-006 09/25/2003

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the Red River) & RED RIVER PARISHES:

	Rates	Fringes
Electrician.....	\$ 20.60	7.28

* ELEC0446-004 03/01/2004

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, RICHLAND, TENSAS, UNION & WEST CARROLL PARISHES:

	Rates	Fringes
Electrician.....	\$ 18.00	5.97

* ELEC0576-002 03/01/2004

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (Southwest of Red River), SABINE, **VERNON** & WINN PARISHES:

	Rates	Fringes
Electrician.....	\$ 19.20	4.32

ACCOMPANYING AMENDMENT NO. 0002 TO SOLICITATION NO. W9126G-04-R-0050

* ELEC0861-004 04/01/2004

ALLEN, BEAUREGARD, CAMERON, IBERIA, JEFFERSON DAVIS, ST. MARY
(Southwest of Atchafalaya River) AND VERMILION PARISHES:

	Rates	Fringes
Electrician.....	\$ 19.63	6.69

* ELEC0995-002 12/01/2003

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA, AND WEST
FELICIANA PARISHES:

	Rates	Fringes
Electrician.....	\$ 19.20	6.16

* ELEC1077-005 03/01/2004

TANGIPAHOA AND WASHINGTON PARISHES:

	Rates	Fringes
Electrician.....	\$ 17.49	5.13

* SULA2004-008 05/19/2004

	Rates	Fringes
Carpenter (including formsetting/formbuilding).....	\$ 14.75	0.00
Laborers:		
Common.....	\$ 7.60	0.00
Pipelayer.....	\$ 8.47	0.00
Pipefitter (excluding pipelaying).....	\$ 18.75	4.05
Power equipment operators:		
Backhoe/Excavator.....	\$ 11.67	0.00
Boring Machine.....	\$ 10.25	0.00
Bulldozer.....	\$ 11.82	0.00
Crane.....	\$ 13.60	0.00
Dragline.....	\$ 13.12	0.00
Front End Loader.....	\$ 9.93	0.00
Mechanic.....	\$ 12.50	0.00
Trackhoe.....	\$ 11.99	0.00
Tractor.....	\$ 10.43	0.00
Water Well Driller.....	\$ 10.73	2.01
Truck drivers:		
Dump.....	\$ 10.00	0.00
Water.....	\$ 8.00	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates
listed under the identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**LAKE CHARLES, LA, ECO
AREA**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (APR 1984) (FAR 52.222-23D)
(DEVIATION)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Goals for minority participation for each trade</u>	<u>Goals for female participation for each trade</u>
17.8%	6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs Office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance Programs, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: The Louisiana Parishes of Allen, Beauregard, Cameron, Jefferson Davis, and **Vernon**.

any questions Prospective Bidders may have with regard to Davis-Bacon Act Wage Decision Applicability must be addressed to the Fort Worth District Contracting Division Labor Relations Team at 1-800-443-7914.

SECTION 01000

CONSTRUCTION SCHEDULE
1/2004

PART 1 GENERAL

1.1 SCHEDULE

Commence, prosecute, and complete the work under this contract in accordance with the following schedule and Section 00700 CONTRACT CLAUSES COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK and LIQUIDATED DAMAGES:

Item of Work	Commencement of Work (calendar days)	Completion of Work (calendar days)	Liquidated Damages per calendar day
(1) All work except establishment of turf	(Am#2) Duration starts 21 days after contract award or when NTP is given by the Contracting Officer, whichever occurs first	330	\$ 500
(2) Option No. 1 ³	* ³ (a)	* ³ (b)	* ³ (c)
(3) Option No. 2 ³	* ³ (a)	* ³ (b)	* ³ (c)
(4) Option No. 3 ³	* ³ (a)	* ³ (b)	* ³ (c)
(5) Option No. 4 ³	* ³ (a)	* ³ (b)	* ³ (c)
(6) Option No. 5 ³	* ₃ (a)	* ³ (b)	* ³ (c)
(7) Option No. 6 ³	* ₃ (a)	* ³ (b)	* ³ (c)
(8) Option No. 7 ³	* ₃ (a)	* ³ (b)	* ³ (c)
(9) Option No. 8 ³	* ₃ (a)	* ³ (b)	* ³ (c)

(Am#2)

Note: The Contract duration stated above for Work Item 1 is the maximum duration until Contract Award. Upon Contract Award, the Contractor's proposed duration as stated on the Price Proposal Schedule shall become the contract duration for this Work Item. The liquidated damages stated above will be applied for each calendar day the Contractor exceeds the Contract scheduled duration.

*³Options:

(a) Commencement of Work

Work for each option shall start within 10 days of receipt of notice to proceed following the award of the option. See the notes to the bidding schedule concerning award of options.

(b) Completion of Work

The completion time for each option that is exercised shall not exceed the completion date of the base bid project..

(c) Liquidated Damages

See Section 00700 clause LIQUIDATED DAMAGES - CONSTRUCTION. Liquidated damages for the option(s) will be applicable only when the option's completion time falls beyond the original contract period. Liquidated damages are not accumulative. If options are incomplete at the end of construction duration, they will be treated like base bid at \$500/day.

**Establishment of Turf

Planting and maintenance for turfing shall be in accordance with Section 02925 ESTABLISHMENT OF TURF. No payment will be made for establishment of turf until all requirements of the section are adequately performed and accepted, as determined by the Contracting Officer.

1.2 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)
(ER 415-1-15)(52.0001-4038 1/96)

a. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: (Fixed Price Construction)." In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

(1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

(2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

b. The following schedule of monthly anticipated adverse weather delays due to precipitation and temperature is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Wind is not considered in the Monthly Anticipated Adverse Weather Calendar Day Schedule.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (5) DAY WORK WEEK

Leesville/Ft. Polk, LA Area (Fort Polk and Reserve CTRS at North Fort Polk and Alexandria

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
5	5	4	4	5	6	5	4	4	4	4	5

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph "b", above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)."

1.3 WORK RESTRICTIONS

1.3.1 Site Access Restrictions

Contractor can anticipate 7-10 consecutive days a month that work cannot be performed west of the UTM E 480 000 grid line. All contractor personnel will have to move east of the 480 000 grid line. All equipment will need to be moved east of the 480 000 grid line or safeguarded from fire or risk damage. Contractor shall coordinate with G3 Range Control for a 30 day advance live fire schedule requiring work to move east of the 480 000 grid line.

This project is located within the active construction limits of the Digital Multipurpose Battle Area Course (DMPBAC). The Contractor shall coordinate with the Contracting Officer on progress of work items to be performed under the DMPBAC project but necessary to completion of this project, site access, and utility connections.

The proposed construction site has been evaluated for possible explosive ordnance concerns. Explosive ordnance within the project boundaries has been removed under separate contract. The Contractor is cautioned that this site is located on a military installation and specifically within the range complex and that ordnance or unknown items may be uncovered during the construction effort. If the contractor discovers any item, he is to cease work around that item, mark the location, limit employees access and immediately notify the Contracting Officer or his Authorized Representative and immediately notify the Range Control Safety Office to schedule removal of the ordnance.

Additionally, all Contractor personnel to work on site must first attend and complete a 1 hour safety briefing on unexploded ordnance prior to entering the site. Arrangements for the training will be made through the Installation Range Control Safety Office. POC is Mr. Steve Parks at 337-531-5604. Training will be conducted in groups on an as-needed basis subject to other priorities and available staff in the Explosive Ordnance Detachment. The Contractor is cautioned that these sessions need to be scheduled and completed well in advance of need dates for site access to preclude negatively impacting schedule.

Contracting Officer representative, shall ensure the contractor work force attends the mandatory EOD briefing on unexploded ordnance.

1.3.2 Working Hours

Normal working hours are Monday through Friday, 0630 to 1700 hours.

1.3.3 Security Requirements

For the duration of this Contract, access to the Installation may be delayed between 30 minutes to an hour or more due to security precautions, including the checking of vehicle occupants' IDs, vehicle manifests, and the searching of all vehicles. Any general or specific threat to the safety of those working or living at Ft. Polk could result in longer waiting times at the access points to Ft. Polk.

1.4 UTILITIES

1.4.1 Payment for Utility Services

Water and electricity are available from Government-owned and operated systems within Peason Canntonment area and will be charged to the Contractor at rates as provided in Contract Clause 52.236.14 AVAILABILITY AND USE OF UTILITY SERVICES.

Water, gas, and electricity outside of Peason Cantonment area are not available from Government-owned and operated systems.

1.4.2 Coordination

a. The Contractor shall coordinate with utility companies and the Contracting Officer for the DMPBAC project on the construction of water, electricity, and sewer systems, including the meter. Contractor is responsible for construction from within the building up to the meter. All fees and costs for the work by the utility companies will be paid by the Contractor.

1.4.3 Outages

The Contractor shall coordinated all requests for utility outages with the Contracting Officer and local utility provider (where applicable) in writing 14 days prior to date of requested outage:

a. Water and sewer outages shall be held to a maximum duration of 4 hours unless otherwise approved in writing.

b. Electrical outages shall have a maximum duration of 4 hours.

1.4.4 Utility Connection Fees

The Contractor shall acquire all utility services as shown on the plans without additional expense to the Government. The Contractor shall be responsible for all connection charges, permits, inspection charges, and relocation charges associated with any and all utility services and shall include the costs thereof in the contract price.

1.5 STREET CLOSINGS

The Contractor shall coordinate all requests for street closings with the Contracting Officer in writing 14 days prior to date of requested outage:

- a. One lane traffic shall be maintained at all times.
- b. The final street repair shall be completed within 14 days after the start of any street crossing. Any part of the street returned to service prior to final repair shall be maintained smooth with hot-mix cold-lay surface course.
- c. Open cuts across paved roads and streets for utility crossings will not be allowed. Utility crossings will be accomplished by boring or jacking procedures only.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

-- End of Section --